

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: July 20, 2005

Division: Public Safety

Bulk Item: Yes X No

Department: Medical Examiner

Staff Contact Person: James R. "Reggie" Paros

AGENDA ITEM WORDING:

Approval of Amendment to Agreement between Monroe County Board of County Commissioners and Michael D. Hunter, M.D., P.A., Medical Examiner, District Sixteen, effective August 1, 2005

ITEM BACKGROUND: The agreement with Dr. Michael Hunter to provide medical examiner services for District Sixteen will expire July 31, 2005. This is an amendment to the original agreement, extending the term through July 31, 2008.

PREVIOUS RELEVANT BOCC ACTION: On June 19, 2002, Board approved agreement with Michael Hunter, M.D., P.A., Medical Examiner, District Sixteen, effective August 1, 2002, contingent upon the Governor's appointment of Dr. Hunter to the office of Medical Examiner. On September 18, 2002, Board approved an Amendment to Agreement for Medical Examiner Services, to clarify method and amount of payment, reporting requirements and equipment used by the Medical Examiner.

CONTRACT/AGREEMENT CHANGES: The term of the agreement has been extended through July 31, 2008, the office address has changed, and a "without cause" termination clause has been added.

STAFF RECOMMENDATIONS: Approval

TOTAL COST-FY 2005: \$493,196.00 yr

BUDGETED: Yes X No

COST TO COUNTY-FY 2005: \$493,196.00 yr

ME budget -
SOURCE OF FUNDS: Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty YES OMB/Purchasing YES Risk Management YES

DIVISION DIRECTOR APPROVAL:


James R. "Reggie" Paros

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Michael D. Hunter Contract #
 Effective Date: August 1, 2005
 Expiration Date: July 31, 2008

Contract Purpose/Description:
Provide District Sixteen Medical Examiner services

Contract Manager: James R. Paros 6002 Public Safety/Stop 15
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on June 15, 2005 Agenda Deadline: May 31, 2005

CONTRACT COSTS

Total Dollar Value of Contract: \$ 493,195.92 Current Year Portion: \$ 82,199.32
 Budgeted? Yes ☒ No ☐ Account Codes: 68000-530340-
 Grant: \$
 County Match: \$

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ /yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|-------------------|----------------|--|--------------------|----------------|
| Division Director | <u>6/27/05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>6/27/05</u> |
| Risk Management | <u>5-2-05</u> | Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>5-2-05</u> |
| O.M.B./Purchasing | <u>5-2-05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>5/3/05</u> |
| County Attorney | <u>4-29-05</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>[Signature]</u> | <u>4/29/05</u> |

Comments: Need current Auto liability CO I w/ MCBOCC OK MS [Signature]
as cert holders + as additional insured.

**AMENDMENT TO AGREEMENT
MEDICAL EXAMINER SERVICES**

THIS AMENDMENT is made and entered into this ____ day of _____, 2005, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter "County", and Michael D. Hunter, M.D., P.A., hereinafter "Medical Examiner."

WHEREAS, on June 19, 2002, the parties entered into an agreement (the original agreement) for Medical Examiner for the period August 1, 2001 through July 31, 2005, contingent upon the Governor's appointment of Dr. Hunter to the Office of Medical Examiner; and

WHEREAS, on September 18, 2002, the parties amended the agreement; and

WHEREAS, the parties desire to extend the original contract period; now therefore,

IN CONSIDERATION OF THE MUTUAL COVENANTS BELOW, IT IS AGREED AS FOLLOWS:

1. The term in Section 1 of the original Agreement is amended by adding the following sentence:
 1. Contract Period: This amendment to agreement is for services for the period August 1, 2005, through July 31, 2008.
2. The address in Section 5 of the original Agreement is amended to read:
 - A. As of the date on which this amendment is entered, the equipment and existing supplies are at premises located at 27223 Overseas Highway, Ramrod Key, Florida.
3. Section 14 of the original Agreement is amended by adding the following paragraph:
 - F. Medical Examiner may terminate this Agreement without cause upon giving County written notice of termination at least sixty (60) days prior to the effective termination date.
4. All other provisions of the June 19, 2002 agreement, as amended, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

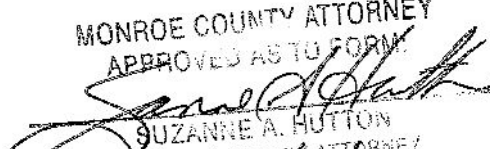
Mayor/Chairman

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

MEDICAL EXAMINER

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
6/23/05



Michael D. Hunter, M.D., P.A.

AGREEMENT

THIS AGREEMENT entered this 19th day of June, 2002, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA (hereinafter "County"), 1100 Simonton Street, Key West, Fl. 33040, and Michael D. Hunter, M.D., P.A., Medical Examiner, District Sixteen (Monroe County), (hereinafter "Medical Examiner"), appointed by the Governor of the State of Florida.

WHEREAS, Chapter 406, FS establishes Medical Examiner Districts, now, therefore,

IN CONSIDERATION of the mutual covenants below:

1. **CONTRACT PERIOD.** This agreement is for services for the period August 1, 2002, through July 31, 2005, contingent upon the Governor's appointment of Dr. Hunter to the office of Medical Examiner. This agreement shall come into effect on the date first stated above, for purposes of purchase requisitions under Paragraph 5, and shall remain in effect for the stated period unless this agreement is terminated earlier pursuant to, and in compliance with, paragraph 14 below.

2. **SCOPE OF AGREEMENT.** Medical Examiner shall provide the work plan and services as described in detail in Exhibit A, an attachment to this document, which Exhibit is incorporated herein by reference.

3. **AMOUNT OF AGREEMENT/PAYMENT.**
A) County shall appropriate funds for the Medical Examiner's Budget. County shall make payments in accordance with the budget for County fiscal year ending September 30, 2002, which budget is attached hereto as Exhibit B and incorporated herein by reference, upon its approval by County. Subsequent years' payments shall be based on the budgets adopted therefor. County has the authority, under FS 406.06(3), to establish reasonable salary, fees and other costs as are necessary for the operation of the Medical Examiner's office. The Medical Examiner's Budget is intended to cover the anticipated normal activities/work load of the Medical Examiner based upon past statistics and reasonable projections, and shall be disbursed through pro rata monthly payments. Reimbursement for use of cellular phones shall be made only for those phone calls which are documented as relating to Medical Examiner activities.

B) Payments to Medical Examiner shall be in amounts equal to the payroll and other office expenditures within the approved budget for each monthly payment period. Payment shall be made on August 1, 2002, or on the date Medical Examiner commences services, whichever is later, in the amount of \$20,000.00 to cover the budgeted expenditures of the office, other than equipment and supply purchases made through the County purchasing department, for the first two weeks of the contract. At the end of two weeks, and thereafter at the end of each month, Medical Examiner shall submit to the County's finance office, documentation to support payment for services for the following period. The documentation shall include an estimate of payroll costs, including salaries and fringe benefits, and other budgeted office costs to be paid by Medical Examiner during the following payment period. The submitted documentation shall include an accounting for the monies advanced previously. County shall make payments for the followings month's (or, during August, pay period's) payroll and office costs in advance of the Medical Examiner office employee pay dates provided the request for advance has been submitted with the necessary documentation to the County's finance department in a timely manner prior to said pay date.

C) In the event of a disaster or occurrence unusual in nature or magnitude, the Medical Examiner shall petition the Board of County Commissioners for reimbursement of all extraordinary expenses and compensation due to the disaster.

D) The Medical Examiner shall develop a schedule of reasonable and customary fees which shall be charged to third parties for specific services. Revenue received from the collection of such fees shall be retained and accounted for by the Medical Examiner and used for operating expenses, thus reducing the overall level of County funding required for Medical Examiner activities.

4. **ACCOUNTING AND RECORDS.** The Medical Examiner shall keep logs of cellular telephone calls, denoting which calls relate to Medical Examiner activities and which calls do not. Records of Medical Examiner pertaining to this Agreement shall be kept on generally recognized accounting principles, and shall be available to the County or to an authorized representative of County, FDLE and the Auditor General for audit. Both parties shall maintain such records as are necessary to account for state funds disbursed by the Medical Examiners Commission. All records related to this Agreement

shall be kept for a minimum of three years subsequent to the termination of this Agreement. Medical Examiner shall be responsible for repayment of any and all audit exceptions identified by County or its agents or representatives. Medical Examiner may obtain, at his own cost, the services of an independent certified public accountant to review the records. In the event of an audit exception, the County's obligation under this Agreement shall be reduced if the exception is ascertained prior to the termination of this Agreement. In the event there are insufficient moneys due to Medical Examiner at the time of identification and notice thereof to Medical Examiner to cover the amount of audit exception or the Agreement has terminated, Medical Examiner shall reimburse County for the amount of the audit exception.

County shall provide the Medical Examiners Commission with the County Annual Expenditure Report, identifying total funds expended or encumbered and budgeted, for Medical Examiner services during the current County fiscal year (forms to be provided by Commission); a copy of the budget adopted by County for Medical Examiner for FYE September 30, 2002, and a copy of any Medical Examiner Office financial audit report prepared for County.

5. **OFFICE/EQUIPMENT.**

A. County shall provide such equipment and supplies as are required for the day-to-day operation of the Medical Examiner's Office pursuant to County policy and guidelines and within the budget provided for the Medical Examiner Office. As of the date on which this agreement is entered, the equipment and existing supplies are at premises located at 11400 Overseas Highway, Suite 210, Marathon, Florida.

All additional procurements for use by the Medical Examiner's Office shall comply with all statutes, ordinances, rules and regulations governing such procurement by the County. Between the last date of execution of this agreement by both parties and this agreement's commencement date for services to begin, Dr. Hunter may initiate purchase requests to acquire those items needed to perform services. All acquisitions under this agreement are the property of County.

Further, County has agreements with funeral homes to provide facilities for autopsies to be conducted until such time as separate County-owned facilities may be constructed and operational.

B. Medical Examiner is responsible to County for the safekeeping and proper use of the property, equipment and supplies entrusted to Medical Examiner's care, and to process all documents necessary to continue, without interruption, any maintenance or service contracts relating to equipment for its service life.

All equipment and unused supplies shall be relinquished to County upon termination of this agreement.

6. **MODIFICATIONS AND AMENDMENTS.** Any and all modifications and amendments of this agreement shall be approved by the County and Medical Examiner in writing. No modification or amendment shall become effective until approved in writing by both parties.

7. **ASSIGNMENT.** Medical Examiner shall not assign this agreement, except in writing and with the prior written approval of County, which approval shall be subject to such conditions and provisions as County may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein, unless expressly provided otherwise in an amendment authorizing such assignment. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon either party in addition to the covenants and promises contained herein.

8. **INDEMNIFICATION.** Medical Examiner hereby agrees to indemnify and hold harmless the County and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses - including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation - and the payment of any and all of the foregoing or any demands, settlements or judgments (collectively the "Claims") arising directly or indirectly from any negligence or criminal conduct on the part of Medical Examiner in the performance of the terms of this Agreement except to the extent that, in the case of any act of negligence, Medical Examiner reasonably relied on material supplied by, or any employee of, the County. Medical Examiner shall immediately give notice to County, by certified mail to the Mayor of County, of any suit, claim or action against Medical Examiner that is related to the activity under this contract and will cooperate

with County in any investigation arising as a result of any suit, action or claim related to this contract.

9. **ANTI-DISCRIMINATION.** Medical Examiner will not discriminate against any person on the basis of race, creed, color, religion, sex, age, national origin, physical handicap, or any other characteristic which is not job-related, in its recruiting, hiring, promoting, terminating or any other area affecting employment under this Agreement. Medical Examiner agrees to include this paragraph in all contracts it enters into with other persons or entities and to abide by all Federal and State laws regarding non-discrimination, including but not limited to, Titles VI and VII of the Civil Rights Act of 1964 (42 USC 2000d), Executive Order 11246, Executive Order 11375 and U.S. Department of Labor Regulations (42 CFR Part 60).

10. **ANTI-KICKBACK** Medical Examiner warrants that he has not employed, retained or otherwise had acted on his behalf any former county officer subject to the prohibition in Section 2 of Ordinance No. 10-1990 or any county officer or employee in violation of Section 3 of Ordinance No. 10-1990, and that no employee or officer of the County has any interest, financially or otherwise, in Medical Examiner except for such interests permissible by law and fully disclosed by affidavit attached hereto. For breach or violation of this paragraph, the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former county officer or employee.

11. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, any may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, FS, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12. **COMPLIANCE WITH LAW.** Medical Examiner shall comply with all federal, state, and local laws, ordinances, regulations and rules applicable to the services to be performed by each party under the terms of this Agreement. Medical Examiner shall maintain such licensure as is required by law to carry out the services in this Agreement.

13. **INDEPENDENT CONTRACTOR.** At all times and for all purposes hereunder, Medical Examiner is an independent contractor and not an employee, agent or servant of the County or of the Florida Department of Law Enforcement. No statement in this Agreement shall be construed so as to find Medical Examiner or any of its employees, contractors, servants, or agents to be employees of the County or State, and they shall be entitled to none of the rights, privileges, or benefits of employees of County or State. The Medical Examiner may subcontract for services as deemed necessary and shall be ultimately responsible legally, operationally, and financially for any such subcontracts.

14. **TERMINATION FOR CAUSE OR LACK OF FUNDS AND NON-WAIVER.**

A. Should County determine that this agreement should be terminated for cause, it shall notify the Medical Examiners Commission and the Governor as soon as is feasible after the occurrence(s) which is(are) the basis for such termination.

Recognizing that the Governor and Medical Examiners Commission have the sole authority to suspend or remove the Medical Examiner pursuant to Sections 406.06 and 406.075, County may only terminate or reduce payment under this agreement for failure of the Medical Examiner to fulfill the terms of this Agreement, or attachments, properly or on time, or other violations of the provisions of the Agreement or of applicable laws or regulations governing the use of funds, upon giving written notice of sixty days, which notice shall specify cause. The notice of termination or reduction of payment may allow, if so specified within said notice, a time period during which the breach may be cured and the early termination for said breach become ineffective. The County shall pay Medical Examiner fair and equitable compensation for expenses incurred prior to termination of

the Agreement, less any amount of damages caused by Medical Examiner's breach. If the damages are more than compensation payable, Medical Examiner will remain liable after termination and County can affirmatively collect damages. The Medical Examiner may terminate this agreement for failure of County to fulfill its duties and obligations upon giving County 60 days prior written notice.

B. In the event that the Governor appoints a successor to the Medical Examiner named herein, this Agreement shall terminate on the day prior to the effective date of such successor's appointment.

C. In the event that funds from County cannot be continued at a level sufficient to allow for the purchase of services specified herein, this Agreement may be terminated upon giving written notice of thirty days to Medical Examiner delivered in person or by mail to Medical Examiner.

D. The County shall not be obligated to pay for any services or goods provided by Medical Examiner after the effective date of termination.

E. Any waiver of any breach of covenants herein contained shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent a party from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

15. **INSURANCE.** The Medical Examiner shall maintain and comply with the insurance requirements as specified in the attached schedules and waiver of certain provisions contained in said schedules, which include Professional Liability insurance in accordance with FS 406.16. The costs of the aforementioned insurance shall be a cost within the Medical Examiner's Budget. The aforementioned insurance schedules and waiver document are incorporated herein as Exhibit C.

16. **SEVERABILITY.** If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such provision other than those as to which it is invalid or unenforceable, shall not be effected thereby; and each provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

17. **NOTICE.** Unless specifically provided otherwise in this Agreement, any notice required or permitted under this Agreement shall be in writing and hand-delivered or mailed, postage prepaid by certified mail, return receipt requested, to the other party as follows:

To County: County Administrator
1100 Simonton Street
Key West, Fl. 33040

To Medical Examiner: Michael D. Hunter, M.D.
PO Box 522380
Marathon FL 33050

18. **CONSENT TO JURISDICTION.** This Agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida and both parties agree that a proper venue for any action shall be Monroe County.

19. **REPORTS.** Medical Examiner shall develop a record-keeping system which can be used to provide County with a monthly report, which shall be submitted on a monthly basis and begin no later than a report for the month of August, 2002, and which shall include, as a minimum the following:

- A. Number of all investigations.
- B. Number of all autopsies performed.
- C. Number of authorizations for all cremations and burials at sea and anatomical dissections.

The activity report shall be submitted by the 10th day of the following month to the County Administrator.

20. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between Medical Examiner and the County.

21. **FDLE.** The Florida Department of Law Enforcement shall not be deemed to assume any liability for the acts, omissions to act, or negligence of the County

or the Medical Examiner, their agents, servants and employees; nor shall County or Medical Examiner exclude its own negligence to FDLE or any third party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

(SEAL)

Attest:

DANNY L. KOLHAGE, CLERK

By *Danny Kolhage*

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By _____
Mayor/Chairman

MEDICAL EXAMINER

Michael D. Hunter

Michael D. Hunter, M.D., P.A.

[Signature]

Witness

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.

BY *Suzanne A. Hutton*
SUZANNE A. HUTTON

DATE 6/04/02

FILED FOR RECORD
2002 SEP 26 PM 5:06
DANNY L. KOLHAGE
CLK. CIR. CL.
MONROE COUNTY, FLA.

EXHIBIT A

SERVICES TO BE PROVIDED BY MEDICAL EXAMINER

This Exhibit, incorporated into the Agreement between County and Medical Examiner, on the 19th day of _____ June _____, 2002, sets forth the services to be provided by Medical Examiner pursuant to paragraph 2 thereof:

The District Medical Examiner agrees to fulfill his duties as set forth in Chapter 406, FS and rules promulgated by the Medical Examiners Commission as follows:

A. OFFICE

1. The Office of the Medical Examiner shall be established and maintained in such a manner that it provides for the necessary facilities and personnel to accomplish its duties and responsibilities.
2. The Office shall be an independent agency.

B. APPOINTMENT

1. The Medical Examiner shall be appointed by the Governor of the State of Florida.
2. The Medical Examiner shall name and appoint qualified professional, technical, clerical and other staff of the Office. The staff shall be directly responsible to the Medical Examiner, and shall include associate medical examiners, secretary, forensic investigator(s), diener, custodian, histotechnologist, et cetera.

C. INVESTIGATION OF DEATH The Medical Examiner or his appointed associate medical examiners shall have the authority and responsibility:

1. To investigate and certify any death that falls in the following categories:
 - a. Criminal violence suspected
 - b. Suicide
 - c. Accidental (motor vehicle, boating, aircraft, diving, snorkeling, swimming, electrocution, et cetera)
 - d. Suddenly when in apparent good health
 - e. Unattended by a practicing physician (over 30 days)
 - f. Suspicious or unusual circumstances
 - g. Gunshot
 - h. Sudden infant death syndrome (SIDS)
 - i. Suspected poisoning
 - j. Drowning
 - k. Abortion

- l. In prison or police custody
 - m. In state institution
 - n. Diseases constituting a threat to public health
 - o. Disease, injury, or toxic agent resulting from employment
 - p. Unexpected death associated with diagnostic or therapeutic procedure
 - q. When body is to be cremated, dissected or buried at sea
 - r. Unclaimed bodies
 - s. When a dead body is brought into a new medicolegal jurisdiction without proper medical certification
2. To take charge of the dead body upon direct notification of such death. He or his duly authorized associate medical examiner or forensic investigator shall respond to the scene upon request by proper authorities whenever possible and appropriate. The dead body shall not be disturbed unless permission is granted by the Medical Examiner or his designee.
 3. To conduct an investigation of circumstances surrounding the death in conjunction with proper authorities.
 4. To conduct all necessary examinations of the dead body which could include performance of any autopsy and retention of whatever tissues and biological specimens that he deems are necessary.
 5. To take possession of any object or article which, in his opinion, may be useful in establishing the identify of the deceased and/or the cause and manner of death.
 6. To reduce his investigation and findings in writing and shall keep such records in his Office.
 7. To administer oath and have the power of subpoena.

D. **SPECIFIC TASKS** In order to effect above general requirements, the specific duties itemized below describe in greater detail how duties are accomplished and the responses to be made.

1. Answering telephone
 - a. Mode - telephone, digital pager, cellular telephone, radio
 - b. Source of calls - Police, Sheriff, Navy, FBI, Highway Patrol, National Forestry or Park Service, Coast Guard, NTSB, FAA, funeral homes, family or acquaintances of deceased, attorneys, insurance companies, private investigators, newspaper reporters, TV or radio reporters, physicians, nurses, et cetera.

- c. Nature of calls
 - 1. Request for oral information - toxicology results, cause of death, mechanism of death, et cetera
 - 2. Request for written information or reports - autopsies, statistical reports, death certificates, et cetera
 - 3. Questions about previous cases
 - 4. Requests for immediate scene investigations
 - 5. Notification of deaths
 - 6. Cremation, dissection, or burial at sea approvals
 - 7. Scheduling depositions
 - 8. Electronic depositions
 - 9. Request for testimony as expert witness in court
 - 10. Other questions or considerations
- 2. District Medical Examiner shall initiate such phone calls as are necessary to carry out his duties, including but not limited to the following:
 - a. To whom:
 - 1. Law enforcement agencies
 - 2. Funeral homes
 - 3. Witnesses, family, friends
 - 4. Personal physicians or dentists
 - 5. Attorneys
 - 6. Others
 - b. Nature of calls
 - 1. Case investigations
 - 2. Scheduling exams or autopsies
 - 3. Answering digital pager
 - 4. Returning phone messages
 - 5. Calling secretary for information
 - 6. Changing appointment times
 - 7. Calling for toxicology results past due
- 3. Subpoenas
 - a. Received at Office
 - b. If conflicts in scheduling, would necessitate phone calls to reschedule
- 4. Automobile travel
 - a. Scene investigations - up to 60 miles distant, one way, immediate response always requested, day or night, seven days a week - performed by Medical Examiner, associate

medical examiner, or forensic investigator appointed by Medical Examiner.

- b. Autopsies usually scheduled within 24 hours, may be 50 miles away where performed
- c. Florida Association of Medical Examiners (FAME) Conferences - usually at least once annually, in Florida, 50-300 miles one way
- d. Depositions
- e. Court trial witnessing, usually 40-50 miles each way
- f. Grand Jury, usually 50 miles each way, usually less than one week's notice

5. Autopsies/Examinations

- a. Time 2-4 hours, not counting travel, for autopsy, 1/2 to 1 hour for post mortem examination
- b. X-rays, sometimes taken by Medical Examiner
- c. Photographs
- d. Collection of toxicology specimens, and/or esoteric tests (DNA probes)
- e. Gathering of some trace evidence - fluids, hair, particles, clothing, jewelry, et cetera
- f. Preparation of bones and teeth for anthropological studies
- g. Microscopic examination after preparation by histotechnologist
- h. Collection of insects at scene to better estimate post mortem interval

6. Generation of reports

- a. Handwritten
 - 1. Labeling tubes, photographs and x-rays
 - 2. Notes during autopsy
 - 3. Notes during telephone conversations
 - 4. Correspondence
 - 5. Preparing rough drafts on statistical reports, correspondence, contracts, et cetera
 - 6. Keeping case log
 - 7. Keeping cremation log
 - 8. Completing death certificates
 - 9. Budgets
 - 10. Cellular telephone logs
 - 11. Other reports requested
- b. Dictated
 - 1. Autopsies, some postmortem exams
 - 2. Some correspondence
 - 3. Some statistical reports
 - 4. Rules and regulations

- 5. Review laboratory examinations and prepare reports
 - 6. Contracts
 - 7. Other reports
- c. Typing - usually by computer with word processor, e.g., county burial letters, appointment letters, new call schedules, et cetera
- 7. Depositions
 - a. Some electronically (by telephone)
 - b. Some in attorney's office, clerical or electronic
 - c. Frequently travel 50 miles each way
 - d. Grand Jury
- 8. Witness in Court
 - a. Location - usually 50 miles each way
 - b. Duration - 4 hours up to 3 days portal to portal
 - c. Preparation of testimony - 2-6 hours minimum
- 9. Arrange transportation of bodies
- 10. Provide professional consultations
- 11. Prepare and present materials for teaching/public presentations
- 12. Counsel families
- 13. Continuing education - ASCP Check Samples, conferences - 20 hours per year generally required.

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
APPROPRIATION DETAIL
BY OFFICIAL/DIVISION, DEPARTMENT, COST CENTER

Date: 10/23/2001
Office of Management and Budget

| | | | | | | | |
|--|---------------------------|----------------|---------------|--------------|----------------|----------------|----------------|
| Ofc/Div: MEDICAL EXAMINER | | | | | | | |
| Department: Medical Examiner | | | | | | | |
| Cost Center/Fund 68000 / 001 MEDICAL EXAMINER | | Adopted 02 | INC/(DEC) | % Change | Adopted 01 | Actual 00 | Adopted 00 |
| Operating Expenditures | | | | | | | |
| 530340 | OTHER CONTRACTUAL SERVICE | 291,170 | 0 | 0.0% | 291,170 | 291,170 | 291,170 |
| 530430 | UTILITY SERVICES | 12,000 | 12,000 | n/a | 0 | 0 | 0 |
| 530440 | RENTALS AND LEASES | 40,800 | 25,203 | 161.6% | 15,597 | 10,025 | 10,217 |
| 530451 | RISK MANAGEMENT CHARGES | 3,254 | 130 | 4.2% | 3,124 | 3,124 | 3,124 |
| 530460 | REPAIR AND MAINTENANCE | 3,000 | 3,000 | n/a | 0 | 0 | 0 |
| Sub-total Operating Expenditures | | 350,224 | 40,333 | 13.0% | 309,891 | 304,319 | 304,511 |
| Cost Center Total MEDICAL EXAMINER | | 350,224 | 40,333 | 13.0% | 309,891 | 304,319 | 304,511 |

MONROE COUNTY
BOARD OF COUNTY COMMISSIONERS
APPROPRIATION DETAIL
BY OFFICIAL/DIVISION, DEPARTMENT, COST CENTER

Date: 10/23/2001

Office of Management and Budget

Ofcl/Div: MEDICAL EXAMINER

Department: Medical Examiner

Cost Center/Fund 68001 / 101 MEDICAL EXAMINER 101

| | Adopted 02 | INC/(DEC) | % Change | Adopted 01 | Actual 00 | Adopted 00 |
|---|------------|-----------|----------|------------|-----------|------------|
| Operating Expenditures | | | | | | |
| 530340 OTHER CONTRACTUAL SERVICE | 202,026 | 202,026 | n/a | 0 | 0 | 0 |
| Sub-total Operating Expenditures | 202,026 | 202,026 | n/a | 0 | 0 | 0 |
| Cost Center Total MEDICAL EXAMINER 101 | 202,026 | 202,026 | n/a | 0 | 0 | 0 |

**Agreement Between
The Board of County Commissioners of Monroe County, Florida
and
Michael Hunter, MD**

General Insurance Requirements

As a pre-requisite of the work governed by this contract (including the pre-staging of personnel and material), the Medical Examiner shall obtain, at his/her own expense, insurance as specified in any attached schedules, which are made part of this contract. The County shall reimburse the Medical Examiner for the reasonable cost of the specified Medical Professional Liability. The Medical Examiner will ensure that the insurance obtained will extend protection to all Subcontractors engaged by the Medical Examiner. As an alternative, the Medical Examiner may require all Subcontractors to obtain insurance consistent with the attached schedules.

The Medical Examiner will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the required insurance has been furnished to the County as specified below. Delays in the commencement of work, resulting from the failure of the Medical Examiner to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Medical Examiner's failure to provide satisfactory evidence.

The Medical Examiner shall maintain the required insurance throughout the entire term of this contract and any extensions specified in the attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of the Medical Examiner to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for the Medical Examiner's failure to maintain the required insurance.

The Contractor shall provide, to the County, as satisfactory evidence of the required insurance, either:

- Certificate of Insurance
- or
- A Certified copy of the actual insurance policy.

The County, at its sole option, has the right to request a certified copy of any or all insurance policies required by this contract.

All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless the insurer gives a minimum of thirty (30) days prior notification to the County.

The acceptance and/or approval of the Medical Examiner's insurance shall not be construed as relieving the Medical Examiner from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County prepared form entitled "**Request for Waiver of Insurance Requirements**" and approved by Monroe County Risk Management.

**Agreement Between
The Board of County Commissioners of Monroe County, Florida
and
Michael Hunter, MD**

GENERAL LIABILITY

Prior to the commencement of work governed by this contract, the Medical Examiner shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:

- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

**\$100,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage**

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

GL1

**Agreement Between
The Board of County Commissioners of Monroe County, Florida
and Michael Hunter, MD**

VEHICLE LIABILITY

Recognizing that the work governed by this contract requires the use of vehicles, the Medical Examiner, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

- Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$100,000 per Person

\$300,000 per Occurrence

\$ 50,000 Property Damage

The Monroe County Board of County Commissioners shall be named as Additional Insured on all policies issued to satisfy the above requirements.

VL2

**Agreement Between
The Board of County Commissioners of Monroe County, Florida
and
Michael Hunter, MD**

MEDICAL PROFESSIONAL LIABILITY

Recognizing that the work governed by this contract involves the providing of professional medical treatment, the Medical Examiner shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to the rendering of, or failure to render medical professional services under this contract.

The minimum limits of liability shall be:

\$500,000 per Occurrence/\$1,000,000 Aggregate

If coverage is provided on a claims made basis, an extended claims reporting period of four (4) years will be required.

MED2

**Agreement Between
The Board of County Commissioners of Monroe County, Florida
and
Michael Hunter, MD**

WORKERS' COMPENSATION

Prior to the commencement of work governed by this contract, the Medical Examiner shall obtain Workers' Compensation Insurance with limits sufficient to respond to Florida Statute 440.

In addition, the Medical Examiner shall obtain Employers' Liability Insurance with limits of not less than:

- \$100,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$100,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a rating of A-VI, as assigned by the A.M. Best Company.

If the Medical Examiner has been approved by the Florida's Department of Labor, as an authorized self-insurer, the County shall recognize and honor the Medical Examiner's status. The Medical Examiner may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on the Medical Examiner's Excess Insurance Program.

If the Medical Examiner participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, the Medical Examiner may be required to submit updated financial statements from the fund upon request from the County.

WC1

MONROE COUNTY, FLORIDA

Request For Waiver of Insurance Requirements

It is requested that the insurance requirements, as specified in the County's Schedule of Insurance Requirements, be waived or modified on the following contract.

Contractor: _____

Contract for: _____

Address of Contractor: _____

Phone: _____

Scope of Work: _____

Reason for Waiver: _____

Policies Waiver
will apply to: _____

Signature of Contractor: _____

Approved _____ Not Approved _____

Risk Management _____

Date _____

County Administrator appeal:

Approved: _____ Not Approved: _____

Date: _____

Board of County Commissioners appeal:

Approved: _____ Not Approved: _____

Meeting Date: _____

ACCOUNT 47162-0083716
EXPIRES SEPT. 30, 2002

2001-2002

OCCUPATIONAL TAX
MONROE STATE OF FLORIDA

MUST BE DISPLAYED IN CONSPICUOUS PLACE

ROOMS

SEATS

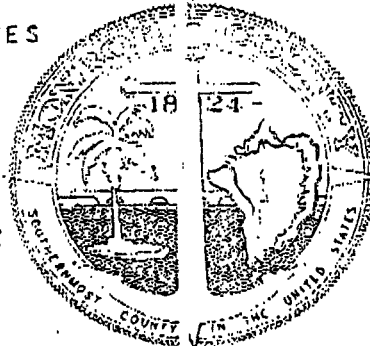
EMPLOYEE 3

0-5

47162 PROFESSIONAL OFFICES

11400 OVERSEAS HWY
05 - MARATHON

MICHAEL D HUNTER MD PA
HUNTER MICHAEL D MD PA
PO BOX 522380
MARATHON SHORES FL 33052



SUPPLEMENTAL
RENEWAL
NEW TAX
X TRANSFER
ORIGINAL TAX

11.00

AMOUNT
PENALTY
COLLECTION COST
TOTAL

DANISE D. HENRIQUEZ
TAX COLLECTOR
312385-0001 of 0001
DATE 6/28/02
OPER TPI
TILL 116
Paid 11.00

JAME
MAILING
ADDRESS

THIS BECOMES A TAX
RECEIPT WHEN VALIDATED

DANISE D. HENRIQUEZ TAX COLLECTOR
PO BOX 1129, KEY WEST FL 33041-1129

THIS IS ONLY A TAX. YOU MUST
MEET ALL COUNTY PLANNING
AND ZONING REQUIREMENTS.

0000000000 0000001100 0000471620083716 1001 0

2001-2002

OCCUPATIONAL TAX
MONROE STATE OF FLORIDA

MUST BE DISPLAYED IN CONSPICUOUS PLACE

ROOMS

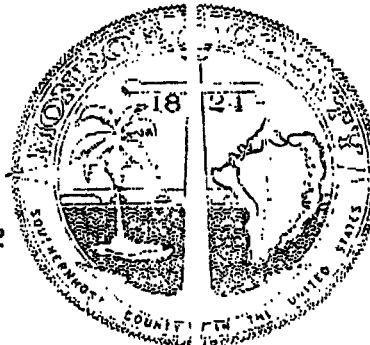
SEATS

EMPLOYEE

46113 MEDICAL EXAMINER

11400 OVERSEAS HWY
05 - MARATHON

HUNTER MICHAEL D MD PA
MICHAEL D HUNTER MD PA
PO BOX 522380
MARATHON SHORES FL 33052



ACCOUNT 46113-0083715
EXPIRES SEPT. 30, 2002

SUPPLEMENTAL
RENEWAL
NEW TAX
X TRANSFER
ORIGINAL TAX

15.00

AMOUNT
PENALTY
COLLECTION COST
TOTAL

DANISE D. HENRIQUEZ
TAX COLLECTOR
312385-0001 of 0001
DATE 6/28/02
OPER TPI
TILL 116
Paid 15.00

THIS BECOMES A TAX
RECEIPT WHEN VALIDATED

DANISE D. HENRIQUEZ TAX COLLECTOR
PO BOX 1129, KEY WEST FL 33041-1129

THIS IS ONLY A TAX. YOU MUST
MEET ALL COUNTY PLANNING
AND ZONING REQUIREMENTS.

0000000000 0000001500 0000461130083715 1001 2

AMENDMENT TO THE AGREEMENT
for
MEDICAL EXAMINER SERVICES

THIS AMENDMENT is made and entered into this 18th day of September, 2002, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter "County", and Michael D. Hunter, M.D., P.A., hereinafter "Medical Examiner" in order to amend the original AGREEMENT

WHEREAS, on June 19, 2002, the parties entered into an agreement (the original agreement) for the period August 1, 2001 through July 31, 2005, contingent upon the Governor's appointment of Dr. Hunter to the Office of Medical Examiner; and

WHEREAS, formal appointment of a District Sixteen Medical Examiner has not been made to date; and

WHEREAS, certain sections of the original agreement are no longer applicable, or required further clarification, and

WHEREAS, the parties desire to amend the original agreement, now therefore,

IN CONSIDERATION OF THE MUTUAL COVENANTS BELOW, IT IS AGREED AS FOLLOWS:

1. The first paragraph of the original Agreement is amended to read:

This Agreement is made and entered into this 19th day of June, 2002, between the Board of County Commissioners of Monroe County, Florida, (hereinafter "County"), 1100 Simonton Street, Key West, Fl. 33040, and Michael D. Hunter, M.D., P.A., Interim Medical Examiner, District Sixteen, Monroe County, (hereinafter "Medical Examiner").

2. Section 1 of the original Agreement is amended to read:

1. Contract Period: This agreement is for services for the period August 1, 2002, through July 31, 2005. Dr. Hunter shall be the Interim Medical Examiner, District Sixteen (Monroe County), pending the Governor's appointment of Dr. Hunter to the office of Medical Examiner, at which time Dr. Hunter shall be the Medical Examiner. This agreement shall come into effect on the date first stated above, and shall remain in effect for the stated period unless this agreement is terminated earlier pursuant to, and in compliance with, paragraph 14 below.

3. Section 3 of the original Agreement is amended to read:

3. AMOUNT OF AGREEMENT/PAYMENT.

A) County has the authority under F.S. 406.06(3) to establish reasonable salaries, fees and other costs as are necessary for the operation of the Medical Examiner's office. The Medical Examiner's budget is intended to cover the anticipated normal activities and workload of the Medical Examiner based upon past statistics and reasonable projections. Capital

expenditures, including the cost of equipment shall be handled through the County purchasing policies and procedures and shall be budgeted as a separate item from the budget for normal office costs, paid under this agreement.

(B) County shall pay the Medical Examiner on August 1, 2002, or on the date Medical Examiner commences services, whichever is later, the sum of \$20,000 to cover budgeted expenditures of the office. At the end of the first two weeks of this contract, Medical Examiner shall submit to the County's finance office an invoice for services rendered and documentation to support payment of said invoice. County shall pay Medical Examiner for the month of August, 2002, no more than the sum of all expenditures invoiced to the County for said period. County shall pay Medical Examiner for the period beginning September 1, 2002 and ending September 30, 2002, in arrears, the lump sum of \$41,099.66. County shall pay the Medical Examiner for the period beginning October 1, 2002 and ending September 30, 2003 the annual lump sum of \$493,195.92, in equal monthly payments of \$41,099.66, in arrears. Subsequent years' lump sums shall be negotiated annually. The County's performance and obligation to pay under this contract, is contingent upon an annual appropriation by the Board of County Commissioners.

C) In the event of a disaster or occurrence unusual in nature or magnitude, the Medical Examiner shall petition the Board of County Commissioners for reimbursement of all extraordinary expenses and compensation due to the disaster.

D) The Medical Examiner shall develop a schedule of reasonable and customary fees which shall be charged to third parties for specific services. Revenue received from the collection of such fees shall be retained and accounted for by the Medical Examiner and used for operating expenses. The intent being to reduce the overall level of dependency on County funding required for Medical Examiner activities in subsequent years.

4. Section 4 of the original Agreement is amended to read:

4. **ACCOUNTING AND RECORDS.** Records of Medical Examiner pertaining to this Agreement shall be kept on generally recognized accounting principles, and shall be available to the County or to an authorized representative of County, FDLE and the Auditor General for audit. Both parties shall maintain such records as are necessary to account for state funds disbursed by the Medical Examiners Commission. All records related to this Agreement shall be kept for a minimum of three years subsequent to the termination of this Agreement. Medical Examiner shall be responsible for repayment of any and all audit exceptions identified by County or its agents or representatives. Medical Examiner may obtain, at his own cost, the services of an independent certified public accountant to review the records. In the event of an audit exception, the County's obligation under this Agreement shall be reduced if the exception is ascertained prior to the termination of this Agreement. In the event

there are insufficient moneys due to Medical Examiner at the time of identification and notice thereof to Medical Examiner to cover the amount of audit exception or the Agreement has terminated, Medical Examiner shall reimburse County for the amount of the audit exception.

County shall provide the Medical Examiners Commission with the County Annual Expenditure Report, identifying total funds expended or encumbered and budgeted, for Medical Examiner services during the current County fiscal year (forms to be provided by Commission); a copy of the budget adopted by County for Medical Examiner for FYE September 30, 2002, and a copy of any Medical Examiner Office financial audit report prepared for County.

5. Section 5 of the original Agreement is amended to read:

5. FACILITIES

A) The County has agreements with funeral homes to provide facilities for autopsies to be conducted until such time as separate County-owned facilities may be constructed and operational.

B) Medical Examiner is responsible to County for the safekeeping and proper use of the equipment entrusted to Medical Examiner's care. All equipment shall be relinquished to County upon termination of this agreement.

6. All other provisions of the June 19, 2002 agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Mayor/Chairman

(SEAL)

ATTEST: DANNY L. KOLHAGE, CLERK

By: *Gamela Hancock*

Deputy Clerk

MEDICAL EXAMINER

Michael D. Hunter

Michael D. Hunter, M.D., P.A.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Suzanne A. Hutton*

DATE 9/11/02

DANNY L. KOLHAGE
CLK. CIR. CL.
MONROE COUNTY, FLA.

2002 SEP 26 PM 5:06

FILED FOR RECORD